

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2013-043 NH Real Estate Commission v. Judith Sarafian & Constance P. Doto

Allegations: Constance P. Doto RSA 331-A:26, XXVII

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission ("Commission") and Constance P. Doto ("the Licensee" or "the Respondent Doto"), a real estate broker currently licensed by the Commission until January 27, 2014, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondent pursuant to RSA 331-A:29, I and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondent would be:

Judith Sarafian's NH real estate salesperson license went inactive on November 29, 2012 when it was sent to the Commission by Judith Sarafian's previous principal broker Blaise Coco. Judith Sarafian intended to work for Respondent Doto but the request from the new principal broker Respondent Doto for Judith Sarafian's NH real estate salesperson license along with the \$20 amendment fee was not received by the Commission. This came to the attention of Respondent Doto when Judith

Sarafian was in the process of renewing her NH real estate salesperson license and Respondent Doto realized she did not have Judith Sarafian's NH wall license. Judith Sarafian's NH real estate salesperson license was activated under Respondent Doto almost a year later on October 15, 2013. Judith Sarafian had three New Hampshire transactions (MLS # 4218125, 4227269, 4183761) under Connie Doto Realty Group during the time that her NH real estate salesperson license was inactive. Respondent Doto is the principal broker of Connie Doto Realty Group, Inc. located in Methuen, MA, and has failed to supervise the activities of Judith Sarafian. Respondent's reply to the complaint indicated that it was an oversight when they were transferring both the Massachusetts and New Hampshire licenses, the NH license was delayed because the Commission had not received the wall license from the previous broker and while they were waiting for that to occur the NH amendment form and \$20 fee was not sent to the Commission. They have implemented a computerized tracking system to make sure nothing like this happens again.

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. The Respondent consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. The Respondent shall pay a disciplinary fine in the amount of five-hundred dollars (\$500) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within ninety (90)

days of the effective date of this Settlement Agreement. Failure to comply with this disciplinary Settlement Agreement by Respondent will result in the suspension of Respondent's real estate license until the fine is paid.

4. The Respondent's failure to adhere to any requirement imposed by this Agreement shall be a separate and sufficient ground for disciplinary action by the Commission.
5. Except as provided in Item 3 and 4 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.
6. The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
7. Respondent understands that her action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.
8. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this Agreement.
9. Respondent understands that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the entire Agreement shall be null and void. Respondent specifically waives any claims that any disclosures made

to the Commission during its review of this Agreement have prejudiced her right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.

10. Respondent certifies that she has read this document titled Settlement Agreement.

Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this Agreement, she waives these rights as they pertain to the misconduct described herein.

11. The effective date of this Agreement shall be on the date it is signed by the representative of the Commission shown below.

For the Respondent

I, Constance P. Doto, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

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Dated: 2/10, 2014

[Signature]
Constance P. Doto
Respondent

On this 10th day of February A.D. 20 14
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

[Signature]
Justice of the Peace/Notary Public

My commission expires:

 **HEATHER STARR**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 20, 2017

For the Commission

Dated: March 18, 2014

[Signature]
Beth A. Edes
Executive Director
of the NH Real Estate Commission